



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

DEAN D. EFSTATHIOU, Acting Director

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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

August 12, 2008

IN REPLY PLEASE
REFER TO FILE: **LD-1**

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AGREEMENT FOR THE TRANSFER
OF STORM DRAIN SYSTEMS
CITY OF PALMDALE
(SUPERVISORIAL DISTRICT 5)
(3 VOTES)**

SUBJECT

This action is to execute the storm drain transfer Agreement between the Los Angeles County Flood Control District and the City of Palmdale.

**IT IS RECOMMENDED THAT YOUR BOARD ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Approve the Agreement between the Los Angeles County Flood Control District and the City of Palmdale that warrants the rights of way as to title, extent, and location of drainage facilities when transferred from the City to the Los Angeles County Flood Control District for operation and maintenance, pursuant to Section 13-3/4 of the Los Angeles County Flood Control Act.
2. Authorize and instruct the Acting Director of Public Works, acting as the Chief Engineer of the District, to execute the Agreement on behalf of the Los Angeles County Flood Control District.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Los Angeles County Flood Control District (LACFCD) has executed similar Agreements with other cities in the County. Under the terms of the Agreement (attached), the City warrants the accuracy of the right of way for future storm drain transfers, and the LACFCD would eliminate its independent review, except for an abbreviated review, on major projects where extensive fee title is taken. This will accelerate the process of transferring facilities. No storm drain facilities or property interests are being conveyed to the LACFCD at this time.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Service Excellence (Goal 1) and the Agreement will accomplish this by expediting the transfer of storm drains from the City to the LACFCD.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The above-mentioned facilities are those drainage facilities that are built by the City or by private developers under bond to the City that are to be transferred to the LACFCD for operation and maintenance. The rights of way for these facilities are granted first to the City and then quitclaimed to the LACFCD as the facilities are transferred.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Section 13-3/4 of the Los Angeles County Flood Control Act authorizes your Board to accept the transfer and conveyance of storm drain facilities to the LACFCD upon approval of a City resolution by a four-fifths vote of the City Council.

ENVIRONMENTAL DOCUMENTATION

The proposed project is categorically exempt from the California Environmental Quality Act. This Agreement is within the class of projects, which have been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of the State California Environmental Quality Act Guidelines and Class 1 of the Environmental Document Reporting Procedures and Guidelines, Appendix G.

The Honorable Board of Supervisors
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IMPACT ON CURRENT SERVICES (OR PROJECTS)

This transfer Agreement will not create an adverse impact on any current services or projects.

CONCLUSION

Please return one adopted copy of this letter, the original Agreement, and two fully executed copies of the Agreement to Public Works, Land Development Division; forward one conformed copy to the Auditor-Controller; and retain one conformed copy for your interim records.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Dean D. Efsthioiu', with a long horizontal line extending to the right.

DEAN D. EFSTATHIOU
Acting Director of Public Works

DDE:DH:ca

Attachment

c: Chief Executive Officer
County Counsel

RECORDING REQUESTED BY:
AND MAIL TO:

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS
P.O. Box 1460
Alhambra, CA 91802-1460
Attention: Mapping & Property
Management Division
R/W Engineering Section

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AGREEMENT

A-2346

THIS AGREEMENT is made and entered into by and between the Los Angeles County Flood Control District, a body corporate and politic of the State of California (hereinafter referred to as the DISTRICT), and the City of Palmdale, a municipal corporation of the County of Los Angeles (hereinafter referred to as the CITY).

WITNESSETH

WHEREAS, DISTRICT'S primary function is the control and conservation of the flood, storm, and other wastewaters of said DISTRICT; and

WHEREAS, DISTRICT is authorized by Section 13-3/4 of the Los Angeles County Flood Control Act to accept transfers and conveyances of storm drain improvements and drainage systems constructed or acquired by other public agencies (hereinafter referred to as FLOOD CONTROL FACILITIES), for operation, maintenance, repair, and improvement thereof, if FLOOD CONTROL FACILITIES benefit property within DISTRICT; and

WHEREAS, CITY periodically requests that DISTRICT accept transfers and conveyances of certain FLOOD CONTROL FACILITIES, constructed or acquired by CITY, for operation, maintenance, repair, and improvement thereof; and

WHEREAS, acceptance by DISTRICT of FLOOD CONTROL FACILITIES for such purposes will benefit CITY.

NOW, THEREFORE, the parties agree as follows:

Upon the execution of this AGREEMENT by both parties, all transfers and conveyances of FLOOD CONTROL FACILITIES thereafter requested by CITY and accepted by DISTRICT shall be subject to the following;

1. CITY warrants that it has good and sufficient title to, or a sufficient interest in, the property in, over, under, and across which FLOOD CONTROL FACILITIES are located, to provide for the operation and maintenance of such facilities and such additional property as is necessary to protect such facilities and to provide access to such facilities for maintenance and repair purposes. CITY further warrants that it

has the right to execute a deed transferring and conveying said title or interest to DISTRICT and that the title or interest transferred and conveyed by CITY to DISTRICT shall be free of all prior liens, encumbrances, charges, and conditions, unless expressly agreed to in writing by DISTRICT'S Chief Engineer.

2. CITY warrants that said FLOOD CONTROL FACILITIES are completely contained within the property described in the transfer deed, that it has complied with DISTRICT'S requirements as to the location of said facilities; that the property described in the transfer deed is physically locatable by interpretation or accurate analysis of the document, and by ties to legal points of record; and that said document contains no discontinuities, gaps, or overlaps.
3. CITY warrants that if after the transfer, conveyance and acceptance of any flood control facility, subject to this AGREEMENT, said flood control facility must be relocated or modified as the result of the relocation, change in grade, or other modification of any street or structure owned or under control of CITY. CITY shall pay the cost of such relocation or modification of the flood control facility.
4. CITY shall fully indemnify, defend, and hold DISTRICT, the COUNTY OF LOS ANGELES, and their officers, agents, and employees harmless from and against any claims, demands, liability, damages, costs, and expenses including, without limitation, bodily injury, death, or personal injury of any person or property damage of any nature, whatsoever, arising out of a breach of any of the warranties in this AGREEMENT.

THIS SECTION INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be duly executed by their respective officers, by CITY on _____, 2008, and by DISTRICT on _____, 2008.

LOS ANGELES COUNTY FLOOD
CONTROL DISTRICT,
a body corporate and politic

By _____
Chief Engineer

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

CITY OF PALMDALE
A Municipal Corporation

JAMES C. LEDFORD, JR.
Mayor, City of Palmdale

ATTEST

By _____
City Clerk

Approved as to form:

By _____
City Attorney

ACKNOWLEDGMENT FORM

STATE OF CALIFORNIA)

COUNTY OF _____)

) ss.

On _____, before me, _____, Notary Public,
(insert name of the officer) (insert title of the officer)

personally appeared _____

(insert name(s) and title(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

(Seal)

NOTARIES: ATTACH ADDITIONAL OR OTHER FORMS, IF REQUIRED

**ACKNOWLEDGMENT FORM
(FOR COUNTY USE ONLY)**

STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES)

) ss.

On _____, before me, CONNY B. McCORMACK, Registrar-Recorder/County Clerk of the County of Los Angeles, personally appeared _____

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

CONNY B. McCORMACK, Registrar-Recorder/
County Clerk of the County of Los Angeles

By _____
Deputy County Clerk

(Seal)

APPROVED as to title and execution,

_____, 20_____
DEPARTMENT OF PUBLIC WORKS
Mapping & Property Management Division

Supervising Title Examiner

By _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the within deed or grant is hereby accepted under the authority conferred by Ordinance No. 95-0052, duly and regularly adopted by the Board of Supervisors of the County of Los Angeles on the 26th day of September 1995, and the Grantee consents to the recordation thereof by its duly authorized officer.

Dated _____

By _____

ASSISTANT DEPUTY DIRECTOR
Mapping & Property Management Division